

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. FISCAL PROVISIONS**

**A. Contract Amount**

The parties understand that the Contractor is not guaranteed to receive any specific amount of work or any specified total amount of remuneration. The maximum amount of this Contract is \$200,000 per Contract Year (October through September), for a total of \$600,000. Unexpended funds from the prior contract years shall be carried over into a new contract year.

**B. Hourly Rate**

The Contractor shall be paid for services which have been requested by the State, only upon satisfactory progress or completion by the Contractor. The cost for each task shall be determined by the State and the Contractor at the onset of each task. These costs shall be based upon, and shall not exceed the professional staffing rates and hourly overhead rates set forth in the Contractor's proposal and as finally negotiated between the State and the Contractor. These rates are incorporated into this Agreement as Attachment A.

The costs of any designated subcontracts are also included in Attachment A.

**C. Invoicing Procedure**

The Contractor shall submit itemized monthly invoices in arrears. Subcontracted work shall be itemized separately, identifying the firm, whether it is a targeted business enterprise. All invoices for payment shall be for work already performed and no payments will be made in advance of services rendered. The Contractor shall submit separate invoice support for each of the programs, such as MRMIP/GIP, AIM, HFP, C-CHIP and the County HFP Buy In, for which tasks were provided. Preparation for and attendance at Board Meetings shall be charged to the program under primary discussion by the Contractor at the Board Meeting. Invoices should be sent, stating the Contract Number to:

Managed Risk Medical Insurance Board  
Attn: Gina Van Ness  
1000 G Street, Suite 450  
Sacramento, CA 95814

If the State does not dispute an invoice in accordance with the Prompt Payment Act, Government Code Section 927, et seq., the State shall make payment to the Contractor within forty-five (45) days of receiving the invoices.

D. Availability of Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

E. State Budget Considerations

This Agreement is valid and enforceable only if sufficient funds are made available through the State Budget for the purposes of this Agreement for each fiscal year, or partial fiscal year, encompassed by the term of the Agreement. This Agreement is subject to any additional statutory restrictions, limitations, or conditions enacted by the State which may affect the provisions, terms or funding of this Agreement in any manner. It is mutually agreed that if the State does not appropriate sufficient funds for this Agreement, the State may declare this Agreement immediately null and void, or at the State's election, the Agreement shall be amended to reflect any reduction in funds.